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**System Proposal**  
**for**  
**St. Joseph County, Indiana**  
**County Assessor's Office**

**February 12, 2004**

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## Section 1: Executive Summary

### 1.1 Current Situation

The St. Joseph County Assessor's Office functions under the direction of the State of Indiana and has primary responsibility for a number of different functions including, among others:

- Real Estate & Personal Property Assessments and Appeals
- Property Tax Exemptions
- Inheritance Tax

The disposition of these duties typically involves vast amounts of paper forms and documents that can be quite cumbersome. St. Joseph County has approximately 115,000 property parcels, and the County Assessor's Office receives and manages between 500,000 and 800,000 pages of documents each year. In addition to storing this mountain of documents, forms must also be processed which often includes time-consuming and expensive manual data entry into automated computer systems. Furthermore, staff time must be used to assist individuals—appraisers, real estate agents, citizens, etc.—to search, retrieve, and copy such public records.

The implementation of an electronic document management system offers the following potential benefits as key features of the system for this organization:

1. Improved management of all types of documents with immediate access by powerful search tools and cross-referencing ability
2. Enhanced customer service
3. Improved security, file integrity, and records management
4. Productivity improvements and cost savings through improved business processes and automated forms processing
5. Reduction of paper and associated paper costs (e.g., storage, copying, handling)
6. Scalable architecture to meet current needs and future growth

The DoxTek solution outlined was designed to meet the needs and objectives discovered during our analysis. The total quote is outlined below, including sections that detail hardware costs, software costs, system service, training and support.

### 1.2 Proposed Solution

We propose the phased implementation of DoxTek's SCOPE (Solution for County Office Productivity Enhancement) system designed and customized to meet the specific needs of the St. Joseph County Assessor's Office. We recommend a phased approach to project implementation because it decreases overall project complexity, thereby increasing successful project management, and likewise allows the cost burden of the new system to be distributed over time.

DoxTek's SCOPE system is an integrated solution specifically designed for Indiana County Assessors. Built on industry-leading software such as Kofax, Legato, and Microsoft, SCOPE allows county staff to more efficiently process, store, and retrieve paper documents and forms. It includes a Canon high-speed document scanner with industry-leading image enhancement for the best-quality images, the best recognition rates and the smallest file size. The system is flexible and scalable to meet the needs of any size county or budget.

#### 1.2.1 PHASE 1: \$23,542

The focus of the first phase of the project will be to quickly get the St. Joseph County Assessor's Office started with their SCOPE document management solution. The proposed solution will include the ability to scan, process, and store images and data from sales

disclosure forms. Images are stored in a central electronic document repository and are easily accessible using a powerful search and retrieval interface. In-depth user training and superb customer support guarantee quick adoption of the new system. Users will acquire adequate skills and comfort level using the system to prepare them for additional functionality in Phase 2. Phase 1 lays a strong foundation and a clear upgrade path for the future phases; the included scanner is large enough to accommodate the 11" x 17" Personal Property Returns as well as the total expected volumes. SCOPE Professional includes the ability to scan and process sales disclosure forms as described below:

**Sales Disclosures:** Sales disclosures are scanned; all data is automatically extracted and stored in an ODBC-compliant MySQL database; images can be retrieved via multiple index fields such as Parcel ID, Owner Name, Property Address, Date of Sale, Property Class, and others; electronic data file can be generated for mandatory transmittal to the State Department of Local Government Finance (DLGF) in the prescribed format; all data necessary to conduct sales ratio studies, and the basis for equalization stored in a non-proprietary format.

#### **1.2.2 PHASE 2a: \$21,160**

The second phase will be characterized by expansion to include additional document types in the system and, at your discretion, can occur simultaneously with Phase 1 or can begin 3-4 months following the implementation of Phase 1. Robust and secure document management software from Legato will be added. Legato ApplicationXtender (AX) licenses will allow 2 concurrent internal users to search for confidential Personal Property Returns. The DoxTek SCOPE Print Driver adds the ability to export Property Record Cards directly to Legato without the need to print, scan, and index! An additional Kofax software license will allow document indexing to be distributed to each of the office's functional areas rather than confined to the central scan station. The addition of the SCOPE Personal Property Module will allow additional forms to be processed as described below:

**Personal Property:** This module allows for Personal Property Returns (Form 101, 102, 103-Short, and 103-Long) to be scanned; all required data is extracted and stored in the system to allow for the automatic generation and calculation of Form 14 (to confirm values submitted by Township officials), and Form 15 (for reporting to the State DLGF).

#### **1.2.3 PHASE 2b: \$21,147**

Within 6 months of beginning Phase 2a, it is recommended that Phase 2b be initiated. Employing the strength of the DiskXtender software installed in Phase 1, appropriate data and images will be migrated to a more secure storage media. The upgrade of the storage subsystem to include a secure, reliable Magneto-Optical (MO) Drive Library and a software upgrade to manage the storage and retention of documents is critical for a county office of your size. MO media provide storage solutions for data-intensive applications with unsurpassed reliability, data availability, serviceability, and performance.

#### **1.2.4 PHASE 3: TBD**

This phase will be characterized by expansion of the system to include all document types in the County Assessor's Office and enhancements to increase productivity and customer service levels. Exact details of this phase will be determined on an ongoing basis in consultation with the County Assessor. Based on the client needs and priorities, a number of expansions can take place in this stage including the addition of web-based software to allow public users to access property cards, photos, and sales disclosures through a public web site.

## **Section 2: Offeror Background Overview, Qualifications, And Experience**

### **2.1 Overview**

DoxTek, Inc. is a leading provider of end-to-end, enterprise-wide electronic document solutions to forward-thinking organizations in the public and private sectors. We focus on high-speed scanning systems, electronic forms, and business process automation. Our superior, value-priced products and services result in clear productivity gains and deliver a quantifiable return on investment.

With offices in Salt Lake City, Utah and Bloomington, Indiana, DoxTek's customers benefit from our unique blend of technical expertise, strategic partnering and *exceptional customer care*. Our goal is to build long-term, trusted relationships with our clients that enable them to make optimal use of today's technology to prepare for tomorrow's challenges. DoxTek is proud to service clients in 48 states and several foreign countries.

DoxTek has a proven track record as a successful systems integrator and Value-Added Reseller (VAR) of best-of-breed products since 1997. With the release of SCOPE (Solution for County Office Productivity Enhancement) we have leveraged our success and industry expertise to develop a customized form processing and document management solution specifically for Indiana County Assessor Offices.

Our industry expertise, knowledge of Indiana County government, exceptional customer service, and our approach to project planning and system implementation make DoxTek a very strong candidate to implement a proven document imaging solution in the Office of the St. Joseph County Assessor.

### **2.2 Industry Contributions**

DoxTek strongly supports professional development and positive change through participation in industry groups and professional organizations. DoxTek is an Associate Member of the Association of Indiana Counties (AIC) and actively participates in conferences and district meetings of the Indiana Assessors Association (IAA).

Other professional affiliations include AIIM (The Association for Information and Image Management), ARMA International (The Association for Information Management Professionals), and ICMA (The International City/County Management Association). Michael Miles, President and CEO of DoxTek, just completed a term as the 2002-2003 President of the Utah chapter of ARMA, and he is currently serving as President of the Intermountain chapter of AIIM.

DoxTek also supports continuing education programs and industry certifications such as the Certified Document Imaging Architect (CDIA). DoxTek team members are CDIA certified and often provide training courses for others seeking to pass the exam.

In addition to professional affiliations, DoxTek takes an active role in professional forums and programs such as Harvard University's E-Government Executive Education Project and several chambers of commerce.

### **2.3 Industry Partnerships**

DoxTek actively pursues relationships with companies that demonstrate excellence in technology solutions. As document systems integrators, we ally ourselves with best-of-breed companies to provide the highest quality solutions possible. DoxTek partnerships include:

Canon USA	Direct Sales Partner and Canon Authorized Scanner Service Center
Fujitsu Computer Products of America	Fujitsu Premier Partner
Panasonic	Authorized Scanner Service Center
Cardiff Software	Cardiff Premier Partner
Legato Software	Legato Authorized Partner
Kofax	Certified Partner

## 2.4 Personnel Qualifications

Our seasoned professional staff is trained, certified, and experienced in world-class technologies. DoxTek employees have a clear understanding of how to succeed and are committed to exceptional service. Where customization is required, our staff is proficient in the following development tools: C, Visual Basic, VB Script, ASP, Java, JavaScript, JSP, HTML, XML, PHP, and SQL.

Key personnel that would be assigned to the St. Joseph County project include:

Name	Role	Title	Years of Experience
Michael Miles	Consultant	President / CEO	7 years
David Taylor	Consultant	VP Public Sector	5 years
Brandon Groom	Installation & Support	VP / CTO	5 years
Kevin Jackson	Installation & Support	Support Engineer	3 years

### Michael R. Miles

As President, CEO of DoxTek, Michael Miles has been involved in the Document Imaging and Records Management industry since 1997. Prior to his participation with DoxTek, Miles studied business management at Brigham Young University with an emphasis in information management. Miles is currently A+ certified, a certification that includes a computer service technician competency exam and covers a broad range of hardware and software technologies; and has received his Certified Document Imaging Architech (CDIA) award, an award that is recognized throughout the document imaging community as being given to professionals who excel in providing imaging solutions. Miles is committed to the Document Imaging and Records Management industry and is an active member of both the Association for Information and Image Management International (AIIM) and The Association of Records Managers and Administrators International (ARMA). Miles is a member of the Board of Directors for the Utah Chapter of ARMA International, and he is currently serving as President of the Intermountain chapter of AIIM. He has received numerous certifications from various hardware and software manufacturers within the Document Imaging industry including Sybase, Canon, OTG and Cardiff.

Mr. Miles develops relationships between DoxTek and its distributors and suppliers, as well as creating growth strategies for the company and providing the overall drive and vision for the DoxTek team.

### Brandon T. Groom

As Vice President, CTO of DoxTek, Brandon Groom has been involved in the Document Imaging and Records Management industry since 1998. Prior to his participation with DoxTek, Groom was employed by the City of Spanish Fork and was responsible for software development and electrical system information management for the City's power department. Groom has a broad technology background, which has proven invaluable in systems integration and customization projects. Formal education and training include computer science studies at Brigham Young University, A+ and CDIA Certification.

**David R. Taylor**

As Vice President, Public Sector Solutions Group for DoxTek, David Taylor is responsible for business development and strategy for state and local government, not-for-profit and education vertical markets. He has been involved with technology issues in the public sector since 1998. Taylor completed undergraduate studies at Brigham Young University and dual Masters Degrees in Public Affairs and Information Science from Indiana University. Prior to working with DoxTek, Taylor was a lecturer at the top-ranked School of Public and Environmental Affairs at Indiana University where he taught information technology management in a public sector context. He has extensive experience in government and non-profit organizations and recently consulted the State of Indiana in support of the Governor's Task Force on Electronic Government. Taylor possesses a solid understanding of both technical and policy aspects of key information technologies and the unique ways that IT can be employed to address the special needs of public sector organizations.

Taylor is a member of ARMA (the Association for Information Management Professionals) and ICMA (the International City/County Management Association). He is CDIA+ certified.

## Section 3: Offeror's Related Experience

### 3.1 Related Experience

As of February 2004 eleven Indiana County Assessor offices are using a DoxTek solution to process and manage sales disclosure forms and other documents. These include, in order of implementation, Monroe, Tipton, Jefferson, DeKalb, Randolph, Floyd, Montgomery, Carroll, Perry, Clinton, and Crawford counties.

In addition, DoxTek has helped a variety of organizations function more efficiently through the use of document technologies. The following projects demonstrate our ability to successfully implement the proposed system in the Office of the St. Joseph County Assessor.

1. **Monroe County Assessor:** The Monroe County Assessor began using a small system designed to only scan sales disclosure forms. Over time they have upgraded their scanner and software components. Currently their office has the following system configuration:

- Fujitsu M4097D VRS scanner
- DoxTek SCOPE Professional software with Sales Disclosure and Personal Property modules
- Kofax Ascent Capture scanning software with 25,000 scans/month license on scan station (includes ability to scan, process, and index documents)
- Additional Kofax Workstation license for indexing and validation on a second workstation
- Abbyy FineReader add-on for creating Adobe PDF images
- Legato ApplicationXtender document management software
- Microsoft SQL Server database
- Network storage on existing RAID media

The office is currently scanning and extracting data from sales disclosure forms, personal property forms, and property cards. The full dataset is being stored in a SQL Server database, and images and selected index fields are stored in Legato ApplicationXtender. DoxTek has worked closely with the county's GIS vendor to output images of sales disclosures and property cards to the county's publicly accessible GIS website. Users can query the system and retrieve documents for specific parcels.

2. **DeKalb County Assessor:** The DeKalb County Assessor is using a similar system to that in Monroe County, with a few key differences (highlighted in bold below). Their current configuration is:

- Fujitsu M4097D VRS scanner
- DoxTek SCOPE Professional software with Sales Disclosure, Personal Property, and **Mobile Home Modules**
- **Connection to ProVal system allowing real-time database lookups and validation**
- Kofax Ascent Capture scanning software with 25,000 scans/month license on scan station
- Abbyy FineReader add-on for creating Adobe PDF images
- Legato ApplicationXtender/**WebXtender** document management software
- Microsoft SQL Server database
- Network storage on existing RAID media

Users retrieve document images via a web browser using Legato's WebXtender thin-client interface. The interface is very clean and user-friendly and reduces maintenance costs



because no software install is required to access documents. In addition, DeKalb County is currently considering a proposal to implement DoxTek's web module to allow the public to search and view sales disclosures and parcel data over the World Wide Web.

**3. Jefferson County Assessor:** The Jefferson County Assessor's office is also using our products and services, but on a smaller scale more suited to their needs. Jefferson County is using the following system:

- Canon DR-3060 scanner
- DoxTek SCOPE Professional software with Sales Disclosure Module
- Connection to ProVal system allowing real-time database lookups and validation
- Kofax Ascent Capture 5.51 scanning software with 5,000 scans/month license
- Kofax Software VRS image enhancement software
- Microsoft SQL Server database
- Network storage on existing RAID media

The project is ongoing with a system upgrade scheduled this month to include Legato ApplicationXtender software and a "self-serve" public-access terminal from which individuals can search and retrieve sales disclosures using the SCOPE interface and search tools.

**4. Zions Bank:** Zions First National Bank operates more than 400 full-service banking offices in the Mountain West. It uses document scanning and management technology in many of the divisions and units of its banking operations. DoxTek has worked with Zions staff to optimize their solution while leveraging existing investments in IT infrastructure. Together, Zions and DoxTek continue to identify new opportunities to employ scanning technology to improve various aspects of bank operations.

One of the latest expansions to the system at Zions Bank is used to process bankcard applications. Employees now scan applications directly into the document management system making them immediately accessible to customer service representatives. The system also allows customers' applications to be instantaneously sent to other bank representatives, such as a mortgage officer, eliminating the need for duplicate forms.

An overview of their hardware and software includes:

- Document Scanners of various types
  - Bell & Howell 8100D
  - Canon DR-2080C
  - Canon DR-3080C
  - Canon DR-5020
  - Canon DR-5080C
- Document Capture Software
  - Kofax Ascent Capture (Distributed Capture)
  - Kofax Ascent Workstations (Distributed Indexing and Processing)
  - Kofax VRS Software
- Document Management Software
  - FileNet Document Management Software (Panagon Capture, Image Services, Content Services)
- Oracle Database
- Network Storage on existing SAN and Optical Media

**5. Novell:** Novell, a leading provider of information and network solutions, uses document scanning and management in many of their departments including Sales Operations, Accounts Payable, Purchasing, and Contract Management in both the United States and Ireland. The use

of Kofax software gives Novell the ability to automatically extract information from designated fields on business forms and documents. After the documents are scanned and stored, authorized employees can search for documents by a variety of keywords (indexes) such as customer name, purchase order #, contract type, etc.

Novell's system configuration includes:

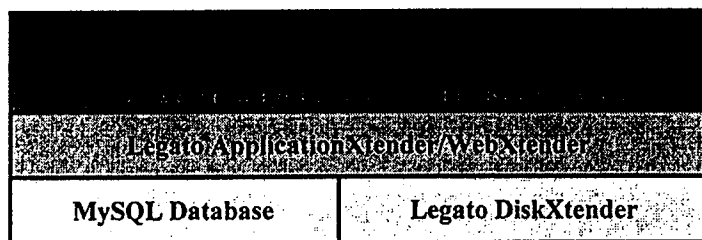
- Document Scanners of various types
  - Canon DR-3060
  - Canon DR-5020
- Document Capture Software
  - Kofax Ascent Capture (Distributed Capture)
  - Kofax Ascent Workstations Stations (Distributed Indexing and Processing)
  - Kofax VRS Software
- Document Management Software
  - Legato Document Management Software (ApplicationXtender/ WebXtender)
- Oracle Database
- Network Storage on existing SAN and Optical Media

## Section 4: Proposed System Description

### 4.1 System Description (Phase 1)

**PLEASE NOTE:** *The proposed system includes only the specific hardware and software identified. It is assumed that additional existing resources at the County will be utilized. These include computer workstations for scanning, processing, and retrieving documents; network storage (RAID media); and Windows-based Server for server and database software. If these resources are not available, additional costs may be incurred.*

DoxTek SCOPE has been designed specifically with the needs of county assessors in mind. The diagram below illustrates how the various components of the system interact. A broader description of each component follows.



- Single-interface for internal process management and reporting
- Enhanced document and data capture
- Powerful document management and retrieval software
- Industry-leading data and storage management

- **Canon DR-6080 Duplex Document Scanner** - 60 page per minute, duplex document scanner in B/W or grayscale. Engineered to serve demanding, high-volume image capture applications. Holds 500 pages in the automatic document feeder and features automatic staple detection. The scanner will scan the various documents such as Sales Disclosures, Personal Property documents, etc. (up to 11" x 17" documents).
- **Kofax Adrenaline 650i card** - A hardware card for the PC. This equipment is required to connect your scanner to the PC workstation, with maximum data throughput.
- **DoxTek SCOPE Professional** - Solution for County Office Productivity Enhancement (SCOPE) is the name given to DoxTek's custom interface and management software solution. It provides a single interface with which to manage all your document processes from scanning, document image search & retrieval, data editing, queries, and reports. It interacts with the other software components included in the system (such as Kofax and Legato).
- **DoxTek eCAMA Connect** - This is an add-on capability which enables certain database lookups from Plexis eCAMA software thus further reducing data entry and increasing data accuracy. It also includes output of sales data to the eCAMA system so that 'double entry' is not required. All data is stored in the SCOPE system and can be output from a menu option. *All sales information processed using SCOPE can be output to eCAMA at a future date once database changes are complete.*
- **Kofax Ascent Capture** - Document scanning software. This software provides the tools to electronically file scanned documents, and output them to your document management system and/or database, and link the images with the accurate index information. This particular license is a one-time perpetual license, limited to 25,000 scanned images per month. This software is very scalable and if more than 25,000 scans per month are eventually needed it simply requires upgrading the existing license or adding additional scan stations.

- **Kofax Virtual ReScan (VRS)**- Advanced image enhancement software to maximize recognition rates and minimize file sizes.
- **Legato MediaStor for DiskXtender 2000 with Data Manager** - This product lowers the total cost of ownership through automated policy-based hierarchical storage management. Essentially improves data management and provides a number of benefits including secure access to data for authorized users, decreased backup times, reduces administrative burden and cost, and assists in the management of all storage, migration, and retention issues.
- **MySQL**- Database management software that is required by SCOPE for installation. Legato ApplicationXtender may also utilize this DB management software for its backend database when implemented in Phase 2a.
- **Installation and Setup** - This service includes installation, testing, set-up for your specific application(s), and testing of all hardware and software listed above.
- **Training** - DoxTek is committed to giving you the tools to succeed. We feel training is essential to the end user 'buying in' and thus critical to the success of the project. Typically our on-site operator training is limited to 5 people at the price quoted.
- **Annual Support** - This is the service of supporting the system along with providing all patches, bug fixes from the manufacturer, and if required direct support from the manufacturer. It also includes DoxTek next-day on-site support. We aim for a 1-day turn around and availability 8 am to 5 pm Indiana Time M-F. This support will cover all issues except for those due to extreme user neglect. In your particular case the proposal has a separate line item for each component of product support. Specific documentation for each third-party product will provide details and exclusions.

#### 4.1.1 Features and functions of system

The following represents a summary of the major features and functions of the proposed system (features not included in Phase 1 are noted in *italics*):

- ✓ SCOPE provides a single, easy-to-use interface for managing document processes within the county assessor's office. From within SCOPE authorized users can access the other components of the system (such as Kofax and Legato) to scan, index, release, search, and retrieve data and documents. It also provides simple tools for creating data files for transfer to the Department of Local Government Finance using a point-and-click graphical interface.
- ✓ Kofax VRS and Ascent Capture run at the scan station for efficient scanning, accurate image clean-up, and automated indexing. Highly accurate and flexible OCR and ICR maximize efficiency and reduce data entry using DoxTek's customized document classes (templates) for sales disclosures *and other forms*.
- ✓ Staff can then use the Kofax Validation module to validate all data to ensure data integrity and quality control. Validation can be done at the scan station or a networked PC depending on licensing configuration.
- ✓ *Using the Legato Ascent Capture release script documents and indexes are automatically released into the ApplicationXtender repository, becoming immediately available for search and retrieval without any additional intervention.*
- ✓ Search and retrieval of documents can be done in a variety of ways by either internal or external users. *Leverage Legato's powerful search capabilities for all types of documents through ApplicationXtender or, alternatively, utilize the easy-to-use search tools provided in SCOPE to search for sales disclosures.*

- ✓ *Security and access control is strictly managed within Legato ApplicationXtender at the application- or user-level. Easy to configure access control allows you to restrict user access to certain documents or even portions of documents.*
- ✓ *Many tools are available for systems integration and customization. As an integrated EDMS, the following programming interfaces are available:*
  - ActiveX Automation
  - ApplicationXtender Scripting interface
  - ODMA
  - Software Developers Kit (SDK)
  - ODBC
  - VisualBasic
  - COM
  - XML Backbone™
- ✓ *Access to scanned images and data can be provided through a public terminal or through the Internet using DoxTek's SCOPEweb option.*

SCOPE is DoxTek's custom Solution for County Office Productivity Enhancement. SCOPE integrates best-of-breed document imaging/processing software into a single interface tailored to the needs of Indiana County government. DoxTek is dedicated to working with county officials to provide the technology solutions they need. The SCOPE system is a powerful tool for processing and storing sales disclosure forms, personal property returns, and more. At the same time, it is flexible enough to adjust to your growing needs. We believe in creating solutions that help government employees work more effectively and efficiently, while providing the public with the best service possible.

#### 4.2 Product Licensing Descriptions

Company	Product	Number of licenses	Benefits
DoxTek	SCOPE Professional	Enterprise	SCOPE is DoxTek's custom interface and management software that interacts with all the other software components and modules. Each module (e.g., Personal Property) also grants you an enterprise license.
Kofax	Ascent Capture 25K Scan Station	1 concurrent	Scan station license allows you to scan, process, and release data and images to the rest of the system. You have the right to scan up to 25,000 pages each month from one scanner.

#### 4.3 System Price Proposal Detail

Hardware	Qty	Unit Price	Extension
Canon DR-6080 duplex scanner	1	\$4,775	\$4,775
SCSI cable	1	\$49	\$ 49
Hardware Total			\$4,824
Software	Qty	Unit Price	Extension
DoxTek SCOPE	1	\$3,500	\$3,500
SCOPE eCAMA Connect	1	\$1,500	\$1,500
Kofax Ascent Capture 25K license	1	\$3,300	\$3,300
Kofax SVRS w/Adrenaline 650i pack	1	\$1,295	\$1,295
Legato DiskXtender 2000 (MediaStor CD-ROM Product Level A with Data Manager)	1	\$199	\$ 199
Software Total			\$9,794

Service	Qty	Unit Price	Extension
Installation and setup	1	\$4,000	\$4,000
On-site user training	1	\$2,000	\$2,000
Service Total			\$6,000
Support	Qty	Unit Price	Extension
Annual Legato DX Maintenance	1	\$95	\$ 95
Annual Kofax Maintenance	1	\$594	\$ 594
Annual DoxTek Maintenance (includes SCOPE and all other components)	1	\$2,235	\$2,235
Annual Maintenance Total			\$2,924
Grand Total			\$23,542

## **Section 5: References**

### **5.1 References**

Judith A. Sharp  
Monroe County Assessor  
Courthouse, Room 104  
Bloomington, IN 47404  
812-349-2502

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DeKalb County Assessor  
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## **Section 6: Web Resources**

### **6.1 Web Resources**

- DoxTek: [www.doxtek.com](http://www.doxtek.com)
- Kofax: [www.kofax.com](http://www.kofax.com)
- Legato: [www.legato.com](http://www.legato.com)
- Canon Scanners: [www.canonusa.com](http://www.canonusa.com)



## **Appendix A: System Requirements**

### **A.1 Scanning/indexing stations**

All PC's that will be used for scanning, processing, or validating forms processed by the system should adhere to the following minimum system requirements. Recommended requirements (if any) are listed in parentheses () to the right of the minimum requirement.

- Windows XP Professional SP1 or Windows 2000 Professional SP3
- Pentium class 300 MHz processor (500 MHz or higher)
- 128 MB RAM (256 MB RAM or higher)
- 420 MB disk space on any local drive, plus 300 MB on local C: drive (or wherever operating system is installed)
- 1024 x 768 SVGA display with 16 bit color
- Network interface card

All scanners must be attached to a networked PC with the following additional requirements to those listed above (all hardware and cables included in this proposal):

- Available PCI slot for Adaptec SCSI Card (for Canon DR 6080 scanner)

### **A.2 ApplicationXtender stations**

All PC's that will be used to search, retrieve, or manage scanned images stored in the ApplicationXtender content management system should be configured with the following minimum system requirements. These *may* be the same PCs identified in Section A.1 above. Each station must have ApplicationXtender installed.

- Windows NT, Windows 98SE, or Windows 2000
- Pentium class 166 MHz processor
- 32 MB RAM
- 64 MB disk space

### **A.3 Application and database server(s)**

Kofax Ascent Capture must be installed on a network-accessible server running Windows 2000 Server/Professional with Service Pack 3a. Kofax installs a Microsoft SQL-based batch catalog on the server. An available USB port is required for the license key. Hardware requirements for the server are as follows:

- Pentium class 600 MHz processor or higher (2.0 GHz recommended)
- 128 MB RAM (512 MB recommended)
- 1.1 GB of disk space on any local drive, plus 300 MB on the local c: drive (or wherever operating system is installed)

DoxTek SCOPE uses a MySQL database. A network-accessible database server is required. System resources utilized by this application are considered negligible.

## Appendix B: Sales & Service Agreement

### **DoxTek, Inc. SALES & SERVICE AGREEMENT**

This DoxTek, Inc. Sales and Service Agreement ("Agreement") is entered into by DoxTek, Inc., a Utah S-corporation located at 726 N. 1890 W., Provo, UT 84601 with Midwest Regional office located at 216 W. Allen St. Suite 132, Bloomington, IN 47403 ("DoxTek") and the Customer identified below ("Customer"). Exhibits "A" through "H" are part of and apply to this Agreement only if attached hereto and initialed below by the parties.

#### Customer Information:

Full Legal Name: St. Joseph County Assessor

☐ Corporation ☐ Partnership ☒ Government ☐ Other

Address: 227 W. Jefferson Blvd. Rm. 307 County-City Bldg.

South Bend, IN 46601

Telephone: 1-574-235-9523

Fax: 1-574-235-5554

Customer Options: Customer must initial the system options that apply.

		<u>Amount</u>	<u>Initials</u>	
<u>System Packages</u>				
SCOPE™ Lite	(Exhibit "A")		DoxTek	Customer
SCOPE™ Professional	(Exhibit "B")	<u>\$23,542</u>	DoxTek	Customer
SCOPE™ Personal Property Module	(Exhibit "C")		DoxTek	Customer
SCOPE™ Web Module	(Exhibit "D")		DoxTek	Customer
SCOPE™ Property Card Module	(Exhibit "E")		DoxTek	Customer
SCOPE™ Mobile Home Module	(Exhibit "F")		DoxTek	Customer
SCOPE™ ESRI® Integration	(Exhibit "G")		DoxTek	Customer
Custom Programming Work	(Exhibit "H")		DoxTek	Customer
<u>Total Purchase Price:</u>		<u>\$23,542</u>	DoxTek	Customer
Effective Date:			DoxTek	Customer
Delivery/Installation Date:			DoxTek	Customer

**Statement of Purpose.** DoxTek has created an information system designed to accommodate the specific needs of county government customers by providing them with DoxTek's document management system of software, hardware, services and/or technical support.

**1.0 Definitions.**

- 1.1 **Confidential Information** means (A) the terms and conditions of this Agreement; and (B) any other information that the disclosing party desires to protect against unrestricted disclosure by the receiving party and that (1) if disclosed in tangible form, is marked in writing as "confidential" or (2) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include any information that (a) is already in the possession of the receiving party without obligation of confidence; or (b) is independently developed by the receiving party; or (c) is or becomes publicly available without breach of this Agreement; or (d) is rightfully received by the receiving party from a third party without obligation of confidence; or (e) is related for disclosure by the disclosing party with its written consent.
- 1.2 **Customer** means individually the Customer signing this Agreement identified on the first page of this Agreement.
- 1.3 **Documentation** means the user documentation and manuals (including CD ROM versions, when available) relating to current revision levels of the Software.
- 1.4 **Effective Date** means the date on which this Agreement is signed by an authorized DoxTek representative, which shall follow Customer's signing of this Agreement.
- 1.5 **Installation** means DoxTek's successful completion of installation and test procedures as defined by DoxTek.
- 1.6 **License Fee** means the license fee calculated in the Order Form, or specified in this Agreement.
- 1.7 **Licensed Works** means, collectively, the Documentation, Software, and any Upgrades and Updates licensed by DoxTek to Customer under this Agreement.
- 1.8 **Maintenance** means, in general, the provision of Upgrades and Updates, installation, and technical services to be provided by DoxTek during the term of this Agreement, and as more fully described herein Section 6.
- 1.9 **Support Fees** means renewable fees paid by Customer to DoxTek as designated in attached Exhibit(s) for Maintenance.
- 1.10 **New Product** means either an entirely new Software product or major revisions of Software released by DoxTek during the term of this Agreement that is designated by DoxTek as a New Product, rather than an Upgrade. If a question arises as to whether a product offering is an Upgrade or a new product, DoxTek's opinion will prevail, provided that DoxTek treats the product offering the same for its end user customers generally.
- 1.11 **Order Form** means this completed and signed Sales and Service Agreement that contains the following information: (a) Customer signature binding it to the terms and conditions of this Agreement; if Customer submits only a purchase order, the purchase order must contain language stating "Customer certifies that it has read and understands the DoxTek Sales and Service Agreement to which this purchase order applies, and agrees to be bound by its terms and conditions;" (b) the product ordered; (c) the applicable rate; (d) License Fees; (e) Maintenance Fees; (f) ship-to information; (g) invoice-to information; (h) installation location; and (i) purchasing agent contact, telephone and fax number.
- 1.12 **Products** mean the Licensed Works and the Hardware.
- 1.13 **Software** means (collectively or individually as the context requires) the software product(s) licensed to Customer by DoxTek; and / or the software product(s) that are licensed to DoxTek by third parties.
- 1.14 **System Package** means the designated package(s) that include software, hardware, maintenance and support as indicated on Page 1.
- 1.15 **System Products** means those DoxTek products identified in the applicable exhibit.
- 1.16 **Update** means a fix or compilation of fixes released by DoxTek during the term of the Agreement to correct operational defects (program bugs) in the Software.
- 1.17 **Upgrade** means a revision of Software released by DoxTek during the term of this Agreement that is consistently designated by DoxTek as an Upgrade, rather than a New Product. In most instances, an Upgrade of a System Product will mean a revision level enhancement to a specific product that is evidenced by a change either in the version number or the product name.

- 1.18 **Use** means loading the Software into the temporary memory of a computing device, i.e., RAM, and running or executing it for the purposes for which the Software was designed. Unless the applicable license or exhibit states otherwise, use shall be limited to a single computing device.

## 2.0 Contact Administration.

- 2.1 **Contact Coordinator.** Customer shall identify to DoxTek in writing on or before the Effective Date, the name, business address, telephone number, and fax number of Customer's Contact Coordinator responsible for overall matters pertaining to this Agreement. Customer represents and warrants that its Contact Coordinator has signature authority to bind Customer and Customer's Subsidiaries to the terms and conditions of this Agreement to the extent that Customer and its Subsidiaries receive Licensed Works under the terms of this Agreement. The Contact Coordinator shall arrange meetings, visits, and consultations between the parties; coordinate additional orders; supervise the transfer of any Confidential Information under this Agreement. For purposes of this Agreement, any member of Senior Management of DoxTek shall serve as DoxTek's Contact Coordinator.

## 3.0 Licenses. Subject to the terms and conditions of this Agreement, Customer is granted the licenses set forth below.

- 3.1 **Software.** Shrink-wrap licenses to any third party software provided by DoxTek to Customer will apply to and bind Customer.
- 3.2 **Protection.** Customer agrees to take reasonable steps to protect the Software and Documentation from unauthorized copying or use. The source code is not licensed to Customer. Customer shall not disassemble or decompile the Software.
- 3.3 **Ownership.** No title to, or ownership of, the Licensed Works (including any adaptations or copies) is transferred to Customer under this Agreement. The Licensed Works are provided to Customer only to allow Customer to exercise Customer's license rights under this Agreement.
- 3.4 **Restrictions.** Except as expressly authorized in this Agreement, Customer agrees not to rent, lease, time share, sublicense, distribute, transfer, copy, reproduce, display or modify the Licensed Works (including all Documentation).

## 4.0 Documentation and Delivery.

- 4.1 **Documentation.** DoxTek will provide Customer one set of Documentation at the current revision level for product(s) licensed under this Agreement. If Documentation is provided in CD-ROM format, Customer may print copies of Documentation from the on-line screen up to the number of copies of the licensed Software for which the Documentation was provided. DoxTek will make available additional sets of Documentation and new revisions of Documentation up to the number of copies of Software licensed to Customer under this Agreement.
- 4.2 **Delivery Terms.** DoxTek will ship according to DoxTek's standard commercial practice via the best and most cost effective way, in DoxTek's judgment. Customer-requested special packing or shipping instructions must be mutually agreed in writing, and applicable changes will be billed separately to Customer. Shipments will be made based upon Customer's routing instructions on Customer's Order Form. Except as otherwise provided, DoxTek Products will be shipped to Customer "F.O.B. DoxTek's Shipping Location". Customer shall pay all delivery, shipping, and transportation costs and loss or damage insurance costs arising in connection with the delivery of Products from the shipping point to the destination requested by Customer.
- 4.3 **Title and Risk of Loss.** Title to any media and Documentation, exclusive of the rights retained under this Agreement in trademarks, patents, copyrights, trade names, trade secrets and intellectual property (net "Deliverables"), and all risk of loss will pass to Customer upon delivery to Customer.

## 5.0 Training. In consideration of Customer's payment of Training Fees as set forth in applicable exhibit(s), and subject to the terms and conditions of this Agreement, DoxTek will provide Customer with the following Training for all products licensed under this Agreement.

- 5.1 **Training.** DoxTek will provide Customer both electronic on-line training as well as on-site training. Customer agrees that notwithstanding the confidentially provisions herein this Agreement, Customer will not provide via such training services, or give DoxTek access to, any documents, files or other information that is confidential or proprietary to a third party unless Customer first obtains all necessary licenses, consents and permissions to do so. Customer shall be liable for any and all liability, damages, costs and expenses (including reasonable attorney's fees) incurred by DoxTek directly or indirectly as a result of Customer's breach of such obligation. Customer grants to DoxTek the unrestricted right to use, or to withhold publication of, any information Customer provides via the training services.

## 6.0 Maintenance. In consideration of Customer's payment of Support Fees as set forth in applicable exhibit(s), and subject to the terms and conditions of this Agreement, DoxTek will provide Customer with the following Maintenance for all products licensed under this Agreement.

- 6.1 **Upgrades and Updates.** Subject to Section 6.4, "Upgrade Restrictions", DoxTek will provide Upgrades and will make available all Updates, within a reasonable period of time after they become commercially available.
- 6.2 **Installation.** Acceptance by Customer will be deemed to have occurred upon completion of Installation for Products when Installation is in the Total Purchase Price. When the Total Purchase Price does not include Installation, acceptance by Customer will be presumed unless Customer demonstrates within fourteen (14) days after delivery that the Product does not pass DoxTek's test procedures or programs for such Products. If DoxTek Installation is scheduled or delayed by Customer for more than thirty (30) days after delivery, Customer's acceptance of the Products will occur on the 31<sup>st</sup> day after the delivery date.
- 6.3 **Technical Services.** DoxTek will provide to Customer the technical services described in their System Package as outlined in the applicable attached Exhibit(s), the terms and conditions of which are hereby made a part of this Agreement. Upon execution of this Agreement, DoxTek will promptly provide Customer with the necessary information, including a user access number that will enable Customer to access technical services.
- 6.3.1 **On-Line Services.** DoxTek's technical services offers Customer the options to access electronic on-line services and to authorize a DoxTek support engineer to access Customer's network via a remote connection to work directly on-line with the Customer to assist in resolving technical problems. If Customer chooses either option, or both, Customer agrees that notwithstanding the confidentially provisions herein this Agreement, Customer will not submit via such on-line services, or give DoxTek access to, any documents, files or other information that is confidential or proprietary to a third party unless Customer first obtains all necessary licenses, consents and permissions to do so. Customer shall be liable for any and all liability, damages, costs and expenses (including reasonable attorney's fees) incurred by DoxTek directly or indirectly as a result of Customer's breach of such obligation. Customer grants to DoxTek the unrestricted right to use, or to withhold publication of, any information Customer submits via the on-line services.
- 6.3.2 **On-Site Support.** If Customer requests on-site support, DoxTek agrees to indemnify and hold Customer harmless from any and all liability, damages, costs, and expenses (including reasonable attorneys' fees) (collectively "Liability") arising out of claims for personal injury or property damage caused by the negligent or willful acts or omissions of DoxTek or its authorized employees, agents, or representatives in the course of providing technical services on Customer's premises. DoxTek's Liability under this section shall be reduced proportionally to the extent that any act or omission of Customer, or its employees, agents, or representatives, contributed to such Liability. For purposes of this Section, "property damage" does not include damage to, or loss of, files, data, or other information. On-Site Support may not be available in all locations.
- 6.4 **Upgrade Restrictions.** Customer agrees to accept and Use Upgrades subject to the following terms:
- 6.4.1 Use of an Upgrade is limited solely to replace a DoxTek product that was legally acquired by Customer (i.e., without infringing copyright and pursuant to valid DoxTek license).
- 6.4.2 Customer may use either the Upgrade or the original Product, but never both revisions at the same time.
- 6.4.3 Customer shall not use, sell or transfer the original Product upon receipt of an Upgrade.

## 7.0 Orders and Payment Terms

- 7.1 **Payment Terms.** Customer agrees to pay DoxTek the Total Purchase Price identified on the first page of this Agreement in U.S. Dollars, plus any applicable taxes, shipping, carriage insurance costs, charges and reasonable travel expenses including, but not limited to, meals, hotel and transportation. DoxTek travel expenses must be paid by clients more than 75 miles from any DoxTek office location. The Total Purchase Price, plus any applicable additional invoice amounts, shall be due and owing upon Installation, if Installation is part of the Total Purchase Price, or upon delivery of the Products, if Installation is not part of the Total Purchase Price. DoxTek reserves the right to extend and/or change Credit Terms and associated due date on a case-by-case basis.
- 7.2 **Payment and Support Services.** Before Customer shall be entitled to receive any Support, the purchase price and all applicable charges and interest, if any, must be paid in full. Charges for Support Services will be invoiced in advance.
- 7.3 **Price and Product Changes.** DoxTek may: (1) update prices for the Products; (2) add or delete Products available for license; or (3) add Upgraded versions of Software. Product prices remain valid for thirty (30) days from the Effective Date; change orders, which extend delivery beyond thirty (30) days, become new orders at prices in effect when DoxTek receives, the change orders.
- 7.4 **Taxes.** The fees identified in the System Package and/or applicable exhibit are exclusive of all applicable taxes. Customer agrees to pay and bear the liability for any taxes associated with the delivery of the Licensed Works, including but not limited to sales, use, excise, and added value taxes.

7.5 **Credit Terms.** DoxTek may change credit terms or revoke credit privileges, without notice.

7.6 **Late Payments.** Payments made later than the due date will accrue interest from the date due to the date paid at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law. Customer agrees to pay reasonable costs and attorney's fees if DoxTek is required to undertake collection measures against Customer

7.7 **Cancelled Orders.** Customer agrees to pay transportation and related charges for returning Product to DoxTek's shipping location if Customer cancels Product orders after shipment. Customer may incur additional charges for canceling Customer Product orders.

## 8.0 Confidential Information.

8.1 **Confidential Information Exchange.** The receiving party of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure which care shall in no event be less than the standard established for protecting trade secrets. The receiving party may disclose Confidential Information only to its employees or agents who need to know such Confidential Information and shall inform such employees, by way of policy and agreement that they are bound by obligations of confidentiality. These confidentiality obligations shall survive for three (3) years after expiration or termination of this Agreement.

8.2 **Employees, Agents and Third Parties.** Customer agrees to use commercially reasonable efforts to inform its employees, agents, and any other individuals using the Licensed Works under the Agreement that the Licensed Works (a) are proprietary products of DoxTek and/or its licensors; (b) have been licensed by DoxTek to Customer under this Agreement; and (c) may only be used subject to the license terms in this Agreement, and may not be copied, transferred, otherwise used in violation of such terms.

8.3 **Export of Data.** Customer shall not export or transfer whether directly or indirectly Licensed Works, or any portion thereof, or any system containing a Licensed Work or portion thereof, outside the United States.

## 9.0 Record Keeping and Audit.

9.1 **Formal Audits.** During the term of this Agreement and for a period of one (1) year after the termination or expiration hereof, Customer shall maintain complete and accurate records evidencing Customer's actual use of the Licensed Works. DoxTek shall have the right, at its expense and upon no less than three (3) business days prior written notice, to audit Customer's Use of the Licensed Works. Such audit shall not interfere unreasonably with Customer's business activities and shall be conducted no more than once per calendar year, unless a previous audit disclosed a material discrepancy. If the Formal Audit shows that Customer has understated its actual use of the Licensed Works or has otherwise under-paid amounts owing, Customer shall immediately purchase sufficient licenses to support the actual use and pay all amounts owing.

## 10.0 Term and Termination.

10.1 **Term.** The term of this Agreement will begin on the Effective Date and will remain in effect for a period of one (1) year after the first day of the month following the Effective Date. The parties may renew this Agreement for an additional term upon mutual written agreement.

10.2 **Termination for Convenience.** Either party may terminate this Agreement solely for convenience six (6) months after the Effective Date (or later) by giving the other party written notice thirty (30) days prior to the termination date.

10.3 **Termination for Cause.** Either party may terminate this Agreement for the substantial breach by the other party of any material term. The terminating party shall first give the breaching party written notice of the alleged breach and a reasonable period of at least thirty (30) days in which to cure the alleged breach. If the breach is not cured within the cure period, the terminating party may terminate this Agreement upon written notice to the breaching party.

10.4 **Effect of Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's right to duplicate the Licensed Works and to acquire new licenses hereunder will immediately terminate. However, unless the Agreement is terminated because of Customer's breach of DoxTek's intellectual property rights, expiration or termination of the Agreement will not affect Customer's right to Use the Licensed Works for which it has paid the applicable License fee, subject to the surviving terms and conditions of this Agreement.

10.5 **Survival of Terms.** Sections 3.3 "Ownership," 3.4 "Restrictions," 8 "Confidential Information," 9.1 "Formal Audits," 11.1 "Software and Hardware," 11.3 "Technical Services and Support," 11.4 "Disclaimer of Warranties," 12 "Limitation of Liability," 13.1 "Laws," 13.3 "Authority to Bind," 13.5 "Non-Solicitation," 13.7 "Severability" will survive the expiration or termination of this Agreement and will thereafter solely govern Customer's Use of the Licensed Works.

## 11.0 Limited Warranty

- 11.1 **Software and Hardware.** Manufacturer's warranty governs Software and Hardware. **DOXTEK MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO SOFTWARE OR HARDWARE. SOFTWARE AND HARDWARE ARE SOLD "AS IS".**
- 11.2 **Magnetic Media and Documentation.** DoxTek warrants that if either the magnetic media on which the Software is contained, the Documentation, or the Hardware is in a damaged or physically defective condition at the time of delivery to Customer, and if it is returned to DoxTek within thirty (30) days of delivery, DoxTek will provide Customer with replacements at no charge.
- 11.3 **Technical Services and Support.** DoxTek warrants that the technical services and support provided in this Agreement will be supplied in a reasonable manner. Customer acknowledges that files may be altered or damaged in the course of DoxTek providing technical services or support and Customer agrees to take appropriate measures to isolate and back up its systems accordingly.
- 11.4 **Disclaimer of Warranties.** DOXTEK MAKES NO WARRANTY EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 11. DOXTEK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOXTEK DOES NOT WARRANT THAT THE PRODUCTS WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THE PRODUCTS ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.4, "TECHNICAL SERVICES AND SUPPORT," DOXTEK MAKES NO WARRANTIES RESPECTING ANY TECHNICAL SERVICES OR SUPPORT PROVIDED UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 12.0 Limitation of Liability.

- 12.1 **Statutory Liability.** DOXTEK AGREES TO ABIDE BY ALL STATE, FEDERAL, AND LOCAL STATUTES AS THEY PERTAIN TO THE HANDLING AND MAINTENANCE OF PUBLIC RECORDS (SPECIFICALLY THOSE TO BE HANDLED BY THE OFFEROR'S IMAGING/DOCUMENT PROCESSING SYSTEM) IN PAPER AND DIGITAL FORMATS. IN THE EVENT OF ANY VIOLATION OF ANY STATE, FEDERAL, OR LOCAL STATUTES, DOXTEK WILL INDEMNIFY AND HOLD HARMLESS ST. JOSEPH COUNTY, INDIANA, THE BOARD OF COMMISSIONERS OF ST. JOSEPH COUNTY, THE ST. JOSEPH COUNTY ASSESSOR, ST. JOSEPH COUNTY'S TOWNSHIP ASSESSORS, ST. JOSEPH COUNTY'S TOWNSHIP TRUSTEE ASSESSORS, AND ALL EMPLOYEES THEREOF AGAINST ANY CLAIMS OR LAWSUITS ARISING FROM ANY VIOLATIONS OF SAID STATUTES. DOXTEK AGREES TO PAY ALL COSTS OF DEFENSE INCLUDING LITIGATION EXPENSES AND ATTORNEY FEES IN CONNECTION WITH SAID LITIGATION AND SHALL INDEMNIFY AND HOLD HARMLESS ST. JOSEPH COUNTY, INDIANA, AND ALL EMPLOYEES THEREOF FOR ALL SUCH LITIGATION EXPENSES AND ATTORNEY FEES.
- 12.2 **DoxTek Liability.** DOXTEK SHALL IN NO EVENT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, OR INTERRUPTION OF BUSINESS. DOXTEK SHALL IN NO EVENT BE LIABLE FOR INDIRECT, SPECIAL RELIANCE INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT WHETHER IN A CONTRACT, TORT, OR OTHER ACTION OF OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.
- 12.2.1 IN NO EVENT WILL DOXTEK'S LIABILITY FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF TOTAL FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT.
- 12.3 **Customer Liability.** EXCEPT FOR ANY LOSS OR DAMAGE ARISING OUT OF CUSTOMER'S INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION OF DOXTEK'S INTELLECTUAL PROPERTY RIGHTS, FOR WHICH LOSS AND DAMAGE CUSTOMER SHALL BE FULLY LIABLE, CUSTOMER SHALL NOT BE LIABLE TO DOXTEK OR TO ANY OTHER PARTY UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT, WHETHER IN A CONTRACT, TORT OR OTHER ACTION FOR OR ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, DELAY, NEGLIGENCE STRICT LIABILITY OR OTHERWISE.

**12.4 Limitation of Remedies. THE REMEDIES DESCRIBED OR REFERRED TO IN THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR THE BREACH OF ANY OBLIGATION IMPOSED UNDER THE TERMS OF THE AGREEMENT.**

**13.0 Miscellaneous Terms.**

- 13.1 Laws.** If signed by DoxTek, this Agreement will be governed by the laws of the State of Indiana and applicable federal (U.S.) laws. If either party initiates legal proceedings to enforce a term of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees. Each party will, at its own expense, comply with any applicable law, statute, ordinance, administrative order, rule and regulation.
- 13.2 Force Majeure.** Neither party will be liable for any failure or delay in performing hereunder, if such failure or delay is due to war, strike, government requirements, acts of nature, acts or omissions of carriers, or other causes beyond its reasonable control. If a party's performance of any material obligation is reasonably expected to be delayed more than three (3) months due to any such cause, the other party may terminate this Agreement upon thirty (30) days' prior written notice. Each party shall give the other party prompt written notice of any condition likely to cause any delay or default.
- 13.3 Authority to Bind.** Neither party has the authority to bind the other, incur any liability for, or otherwise act on behalf of the other party. Nothing in this Agreement shall be construed to create an employment or agency relationship or partnership between Customer and DoxTek, or between Customer and any DoxTek employee, agent, or representative.
- 13.4 Notices.** All notices under this Agreement shall be in writing and shall be delivered to the Contact Coordinator. A notice will be deemed effective upon confirmed receipt by the recipient Contact Coordinator.
- 13.5 Non-solicitation.** Customer shall not solicit an employee of DoxTek who has been involved with, directly or indirectly, any of the services hereunder within eighteen (18) months of such employee's last involvement with such services. Customer shall be permitted to make generalized employment searches, by advertisements or by engaging firms to conduct searches which are not focused on the employees of DoxTek.
- 13.6 Assignment.** Neither party may transfer, assign, or delegate any right or obligation set forth in this Agreement without the prior written consent of the other party, provided that neither party will unreasonably withhold consent for an assignment to the other party's subsidiary.
- 13.7 Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable in whole or in part for any reason whatsoever, it shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity, or unenforceability, and shall not affect or impair the remaining provisions hereof.
- 13.8 Modifications.** DoxTek reserves the right to revise the prices at anytime. This Agreement may not be modified except in writing signed by authorized representative of each party. The terms of a Order Form will not modify this Agreement unless the parties agree otherwise in writing.
- 13.9 Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter and is intended to be the final, complete and exclusive statement of the terms of such agreement and understanding. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, including without limitation, any on-line license agreements. Each party warrants that in entering into this Agreement, it has not relied upon or been induced by any representation or statement not expressly set forth in this Agreement.



**SIGNATURE PAGE**

**By signing below signatories agree to the full Agreement above and any applicable Exhibits as indicated on the cover page.**

## CUSTOMER

**Signature**

Print Name Cynthia Bodle

**Title** **St. Joseph County Commissioner**

Date 3-2-04

**Signature**

**Print Name**     **Mark Dobson**

**Title** **St. Joseph County Commissioner**

Date \_\_\_\_\_

**Signature**

**Print Name** **David Niezgodski**

**Title** **St. Joseph County Commissioner**

**Drac**

**Signature**

**Print Name**     **David Wesolowski**

**Title** **St. Joseph County Assessor**

Date \_\_\_\_\_

**DOXTEK, INC.**

**Signature**

**Print Name**

**Title**

Date \_\_\_\_\_

MISC.

71MISC05

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**DoxTek, Inc.**  
**SALES & SERVICE AGREEMENT**

This DoxTek, Inc. Sales and Service Agreement ("Agreement") is entered into by DoxTek, Inc., a Utah S-corporation located at 726 N. 1890 W., Provo, UT 84601 with Midwest Regional office located at 216 W. Allen St. Suite 132, Bloomington, IN 47403 ("DoxTek") and the Customer identified below ("Customer"). Exhibits "A" through "G" are part of and apply to this Agreement only if attached hereto and initialed below by the parties.

**Customer Information:**Full Legal Name: St. Joseph County Assessor

[ ] Corporation [ ] Partnership [ X ] Government [ ] Other

Address: 227 W. Jefferson BoulevardSouth Bend IN 46601Telephone: (574) 235-9523Fax: (574) 235-5554**Customer Options:** Customer must initial the system options that apply.

		<u>Amount</u>	<u>Initials</u>	
<b>System Packages</b>				
SCOPE™ Sales Disclosure Module	(Exhibit "A")		DoxTek	Customer
SCOPE™ Sales Disclosure Module	(Exhibit "A1")	<u>\$17,531</u>	DoxTek	Customer
SCOPE™ Personal Property Module	(Exhibit "B")		DoxTek	Customer
SCOPE™ Web Module	(Exhibit "C")		DoxTek	Customer
SCOPE™ Property Card Module	(Exhibit "D")		DoxTek	Customer
SCOPE™ Mobile Home Module	(Exhibit "E")		DoxTek	Customer
SCOPE™ ESRI® Integration	(Exhibit "F")		DoxTek	Customer
Custom Programming Work	(Exhibit "G")		DoxTek	Customer
<b>Total Purchase Price:</b>		<u>\$17,531</u>	DoxTek	Customer <i>[Signature]</i>
Effective Date:			DoxTek	Customer
Delivery/Installation Date:			DoxTek	Customer

**EXHIBIT A1**  
**St. Joseph County Assessor**  
*Twp Licenses*

Item	Description	Unit price	Extension
SCOPE Professional License	Office license for County Assessor Office (12 workstations)	current license	\$ -
SCOPE License-Trustee	Office licenses for Township Trustee Offices (7 offices)	\$ 825	\$ 5,775
SCOPE License-Twp Assessor	Office licenses for Township Assessor Offices (6 office)	\$ 2,475	\$ 14,850
SubTotal			\$ 20,625
Support	Description	Price	
Annual DoxTek Support	1 Year of unlimited phone & next day on-site support	\$	4,125
Support & Maintenance Total		\$	4,125
Total		\$	24,750
Reference site discount		CREDIT	\$ (7,219)
Grand Total		\$	17,531

**ADDITIONAL GRANT OF LICENSE.** DoxTek grants to Customer and Customer accepts, on the terms and conditions set forth herein, an additional nontransferable, nonexclusive right to use the Software identified on this attached Exhibit A1 and the accompanying end user documentation. The Software licensed under this Agreement may only be installed and used on one server at a time, and the Software may only be used by the number of offices or workstations for which Customer has paid a license fee and as specified in this Exhibit A1. Additional Software may be added to the Sales & Service Agreement through additional Exhibits approved by both DoxTek and Customer.

**MISC TERMS.** In exchange for 'Reference site discount' specified on this Exhibit A1 Customer agrees to serve as a reference site for DoxTek and work with DoxTek to write a letter of referral.

By signing below signatories agree to this Exhibit as an addition to the Sales & Service Agreement previously signed on 12/21/04.

CUSTOMER

DOXTEK, INC.

Signature: \_\_\_\_\_

Print Name: Cynthia Badle

Title: St. Joseph County Commissioner

Signature: \_\_\_\_\_

Print Name: David Taylor

Title: Vice President

Signature: M. A. Dobson

Print Name: Mark Dobson

Title: St. Joseph County Commissioner

Signature: David L. Niezgodski

Print Name: David Niezgodski

Title: St. Joseph County Commissioner